

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2016, by and between Shelby County Government (hereinafter "COUNTY") and LE BONHEUR COMMUNITY HEALTH AND WELL-BEING (hereinafter "CONTRACTOR").

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 15-007-04, Ryan White Part A and Minority AIDS Initiative (MAI) Special Projects for Minority Men, on July 16, 2014, and SERVICE PROVIDER was awarded said contract on February 5, 2014; and

WHEREAS, the SERVICE PROVIDER has the expertise to provide such services; and

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") for the provision of core medical and supportive services for People Living with Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) in the Memphis Transitional Grant Area (TGA), for the period beginning March 1, 2014 through February 28, 2015; and

WHEREAS, the Agreement provided the option to renew for three (3) additional one-year renewals, upon mutual written consent of the parties; and

WHEREAS, the parties entered into an Amendment to renew the Agreement for the period beginning March 1, 2016, through February 28, 2017; and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-001-39, Ryan White Part A and Minority AIDS Initiative (MAI), on February 1, 2016, and SERVICE PROVIDER was awarded said contract on July 8, 2016; and

WHEREAS, the Parties wish to amend the Agreement to add the scope of work set forth in RFP Number 16-001-39 (the provision of Medical Case Management services).

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning March 1, 2016, through February 28, 2017.
2. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.
3. The parties hereby agree that at least one representative of the CONTRACTOR is required to attend four (4) quarterly service provider meetings as scheduled by the COUNTY.
4. The total cost for this renewal period shall not exceed ONE HUNDRED AND SEVENTY FIVE THOUSAND AND 00/100 (\$175,000.00), which

shall payable upon receipt of monthly invoice and required supporting documentation.

5. CONTRACTOR shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of COUNTY contracts or purchases without prior, expressly written, appropriate authorization pursuant to COUNTY purchasing procedures and rules and regulations. COUNTY is not obligated to pay nor shall CONTRACTOR be entitled to receive payments for contract fees and expenses incurred in violation of this provision.
6. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2016-2017 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administration/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

Mark H. Luttrell, Jr., Mayor

LE BONHEUR COMMUNITY HEALTH AND WELL-BEING

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of _____ the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____